



November 27, 2012

SC-SJ

Request for Information Pursuant to Section 104(e) of CERCLA
West Troy Contaminated Aquifer Site, Troy, Ohio
CERCLIS ID No: OHN000508132

US EPA RECORDS CENTER REGION 5



461813

Response to Enclosure 4 Questions:

1. DIPO Induction USA has leased space from Goodall Properties in the Troy Lumber building, beginning on August 1, 2012, thru the present time.
2. No.
3. None.
4. None.
5. None.
6. None.
7. No such knowledge or belief.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

A handwritten signature in black ink, appearing to read "Chris Tatarian", with a stylized flourish at the end.

Chris Tatarian
VP Sales & Engineering

DIPO Induction USA Inc.

701 West Water Street Suite D Troy, OH 45373

P: 937.552.7138 F: 866.497.8351

www.dipousa.com

LEASE AGREEMENT

This agreement entered into this date 6-18-2012 by and between Joseph Goodall of Goodall Properties LLC ("Landlord") and Dipo Induction ("Tenant").

Whereas, Landlord desires to lease certain premises to Tenant for the rental herein provided, and subject to the other covenants, conditions, and terms herein, said premises being situated at 701 W Water Street Troy, Ohio, defined by the Miami County Auditor as Parcel number D08-003356.

Now, therefore, witnesseth: Landlord does hereby demise and lease unto Tenant and Tenant does hereby take lease from Landlord, a portion of the premises located at 701 West Water Street Troy, Ohio, containing 45,482± square feet. Landlord agrees to lease unto Tenant a portion of the premise containing 1,500± square feet of warehouse/shop space located along the eastern portion of the warehouse section, and the office located in the southeast of the first level, as shown on Exhibit "A" attached to this agreement. The lease shall be for a term of 24 months (2 years) from date of 8-1-2012. Tenant may begin moving in supplies and storing them in a designated location as early as 7-15-2012. Said storage space is not guaranteed secure by the landlord. In addition, if and where applicable, Landlord gives to Tenant, and its authorized representatives, customers, and invitees, the nonexclusive right to use the common areas along with others who are entitled to use same, (the "premises"). Notwithstanding the foregoing Tenant hereby agrees to limit employee parking as outlined herein.

In consideration whereof and of the covenants hereinafter expressed, it is agreed as follows:

DEPOSIT: Tenant shall pay Landlord [REDACTED] as deposit at the signing of this agreement. Landlord shall hold this sum in escrow for the duration of this lease agreement. Forfeiture (return) of this deposit to the tenant is dependent on Tenant fulfilling the terms of this agreement.

RENT: Tenant shall pay Landlord the total rent of this lease in the sum of [REDACTED] payable in monthly installments of [REDACTED] per month [REDACTED] on the first day of each month, (the "Rent").

FIT-UP COSTS: Tenant shall pay Landlord or tenant's approved contractor the total of all costs associated with fit-up construction. All construction must be approved by the Landlord and, if applicable, necessary permits must be obtained by the tenant. It is estimated that the fit-up costs for this space will not exceed [REDACTED]. Tenant must pay Landlord a deposit [REDACTED] for fit-up costs AND must pay Landlord an additional [REDACTED] per month for a period of 24 months. Above fit-up payments are based off of [REDACTED] being the anticipated fit-up costs. Any credit due to the tenant will be reflected in the monthly amortization.

Use of Premises: The use of the herein described premises shall be for storage of Tenant's inventory and supplies, light assembly processes and in a careful, proper, clean, and sanitary manner. Tenant shall not create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

Compliance with Governmental Rules and Regulations: The tenant shall comply with

all laws, ordinances, rules, regulations, orders, and requirements of governmental authorities having jurisdiction over the Premises. Landlord has complied with all governmental codes in supplying Premises for Tenant and shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises required as a result of Tenant's particular and specific use of the Premises at any time, some of which shall be the responsibility of the Tenant. However, Landlord shall be responsible for compliance with any governmental requirements as they affect all common areas of the building used by all tenants, if any.

Maintenance, Repair, Utilities and Taxes: Landlord shall, at his expense, maintain in good condition the building roof and exterior walls, all interior common areas (if any), and all structural matters present at the signing of this lease. Tenant, at its expense, shall maintain and keep the interior walls, ceilings and floors in good condition. Tenant shall be responsible for keeping any sewage lines free of obstruction and shall pay for any repairs caused by breach of this provision.

Tenant, at its cost, shall maintain the Premises in a clean and sanitary condition, including disposal of self generated trash at their own accord. Landlord shall not have any responsibility for routine cleaning of the premises. Tenant may use the landlord's existing dumpster for trash generated from general office use. Any additional volume of trash, the tenant must get the landlord's approval before disposing into landlord's dumpster.

Tenant shall make all arrangements for and pay for all utilities furnished to or used by it and separately metered for the term of this lease, including but not limited to, propane heat, internet service, and telephone service. Tenant shall pay its pro-rated share of the assessments as billed by Landlord within 15 days from date of invoice from Landlord including propane heat. Internet Service and Telephone service shall be set up and billed directly to the tenant. Water, sewer, electric, and snow removal are included in the lease rate. Tenant represents that their expected use of water and electricity will be for basic lighting, convenience appliances, and basic product testing. Tenant shall notify Landlord of any expectations of excessive use of such utilities. Tenant shall reimburse the landlord for such excessive use of utilities as is deemed reasonable. NOTE: Slight fluctuations in water, sewer, and electricity use are expected and acceptable.

Alterations: Tenant shall not make structural alterations or addition to the Premises, but may make non-structural alterations, upon notice to Landlord. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to the present construction. Tenant shall apply for such alterations to the Landlord in writing before alterations begin. The alteration must be approved by the Landlord in writing before such work begins. Tenant shall not permit any mechanics' liens, or similar liens, to remain open the Premises for labor and materials furnished to Tenant in connection with work performed at the direction of Tenant and shall cause any such lien to be released of record forthwith, without cost to Landlord. Any alterations or improvements made by Tenant shall become the property of Landlord at the termination of occupancy by Tenant unless removal and restoration of the Premises to its original condition is requested by Landlord. In such case, removal, restoration, and repair shall be at the expense of the Tenant.

Condition of Premises: Landlord represents that the Premises are in good condition for use as general business premises. Tenant agrees to accept the

premises on possession as being in a good state of repair and in sanitary condition. Tenant assumes such property in an as-is state with no verbal or written agreements to beyond this contract to improve said property. Tenant agrees to surrender the premises to the Landlord at the end of the lease term or any renewal term in the same condition as when it took possession and agrees to repair any damage to said Premises caused by any act or neglect of Tenant.

Tenant agrees to remove all business signs or symbols and fixtures placed on the premises by them before re-delivery of the premises to the Landlord, and to restore the portion of the premises on which they were placed in the same condition as before their placement.

DAMAGE OR DESTRUCTION: If a material portion of the Premises are damaged during the lease term, either Landlord or tenant may terminate this Lease upon giving the other party thirty (30) days written notice. In such event, this lease shall terminate and Tenant shall vacate and surrender the Premises to Landlord. If the damage or any repairing or restoration resulting therefrom shall render the Premises untenantable, in whole or in part, there shall be an appropriate abatement if rent from the date when the damage occurred until completion of the repairs or restoration. Such proportionate abatement shall be computed proportionally on the basis of the amount of space rendered untenantable.

If a non-material portion of the Premises are destroyed during the Lease Term, Landlord shall repair those portions, when such repairs can be made or conformity with local, state, and federal laws and regulation, within 90 days of the date of destruction. Rent for the Premises will be reduced proportionally to the extent to which the repair operations interfere with normal conduct of Tenant's business on the Premises. If the repairs cannot be made within 90 days, either party may terminate this lease upon notice to the other party within 10 days after such destruction.

CONDEMNATION: If the Premises are taken or condemned in whole for public use or purpose by right of eminent domain or is transferred by agreement in connection with or in lieu of or under threat of condemnation, the LEASE TERM and the leasehold estate created hereby shall terminate as of the date title vests in the condemnor or transferee, and the Rent shall be apportioned as of such date. If the Premises are taken or condemned for any public purpose by right of eminent domain or is transferred by agreement in lieu thereof in such part as to materially interfere with Tenant's occupancy of the Leased Premises, Landlord and Tenant shall each have the option to terminate the Lease by giving written notice thereof within thirty (30) days after the date title vests in the condemnor or transferee, such termination to take effect as of such vesting date. Landlord shall receive the entire award from any taking (or the entire compensation paid on account of any transfer by agreement), and Tenant shall have no claim thereto: except that Tenant shall be entitled to receive any allowance for relocation awarded to Tenant by the condemnor or transferee. Landlord reserves and Tenant grants to Landlord, all rights which Tenant may have for damages or injury to the Premises for any taking by eminent domain, with the exception of damage to Tenant's fixtures, personal property or equipment, which shall be paid to Tenant.

LIABILITY FOR INJURY TO PERSON OR PROPERTY INDEMNITY: Tenant shall maintain, with respect to the Premises, comprehensive public liability insurance with limits of at least \$250,000.00/\$500,000.00, property damage insurance with limits of at least \$100,000.00, in responsible companies qualified to do business in Ohio and in good standing therein, showing Landlord as additionally insured, as well as Tenant, against injury to persons or damage to property as

provided. Tenant shall deposit with Landlord certificates for such insurance at or prior to the Commencement Date, and thereafter, within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each named therein.

Tenant shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or which shall be contrary to any law or regulation from time to time established.

PERSONAL PROPERTY: Tenant assumes the risk of loss for all personal property placed on or moved into the Premises by Tenant, and Tenant shall hold Landlord harmless for any damage to Tenant's personal property, unless such damage is caused by Landlord or any person or persons employed by or under the control of Landlord.

ENTRY ON PREMISES BY LANDLORD: Tenant agrees to permit Landlord, its agents and representatives, to enter upon the Premises at all reasonable hours for the purpose of examining and inspecting the same, or making repairs or alterations as may be necessary for the safety or preservation thereof but which will not reasonably interfere with Tenant's business operations. Landlord shall be required to give reasonable notice prior to any such work or inspection.

SIGNS: Landlord hereby grants to Tenant the right to erect a sign to identify this business location. Said sign shall be placed on the sign area(s) designated by Landlord. Should designated sign panel area be part of a multi-tenant building identification system, design shall conform to system specifications. Tenant shall be responsible for costs and construction, as well as obtaining permits for any signs. Tenant hereby agrees to comply with all city codes and requirements as they apply to the construction and maintenance of said signs. Tenant agrees that the design of all signs shall conform to the architecture of the building in which the Premises are located.

EMPLOYEE PARKING: Tenant shall be allowed to utilize street side parking on the South and East sides of the building as well as up to 4 spaces within the attached parking lot located on the North East side of the building.

SMOKING: This is a non-smoking building and tenant, its employees, and visitors shall not smoke in any portion of the building at any time.

ASSIGNMENT OF LEASE OR SUBLETTING OF PREMISES: Tenant agrees not to assign this lease, or any part thereof, or rent or sublet the whole or any part of the Premises, or any right or privilege connected therewith, or to allow any other person, except Tenant's agents and employees, to occupy the premises or any part thereof, without Landlord's written consent, which consent shall not be unreasonably withheld. Consent by Landlord shall not be a consent to a subsequent assignment, sublease or occupation by other persons. Tenant's unauthorized assignment or sublease shall be void and, at Landlord's option, operate to terminate this lease.

PAYMENT AND DISCHARGE OF LIENS CREATED BY TENANT: Tenant covenants and agrees to pay and discharge all liens and obligations created or incurred by Tenant, of any and every kind and nature whatsoever, which shall attach to or be imposed on the Premises.

VACATING PREMISES AT END OF TERM: At the expiration of the term of this lease, Tenant shall give peaceable possession of the Premises to Landlord in the same

condition as at the commencement of the Lease.

HOLDING OVER: The holding over by Tenant shall not operate to renew this Lease without the written consent of Landlord, but shall be deemed to be a month-to-month tenancy at will, with an additional payment of Two Hundred Dollars (\$200.00) per month for every month. Such payment shall continue until Tenant signs a new lease.

RELETTING ON ABANDONMENT BY TENANT: In case Tenant shall abandon Premises before the end of the Lease Term, Landlord may lease said Premises or any part thereof, without notice and without waiving of postponing any right or remedy against Tenant, on such terms as it may deem best and apply the proceeds from time to time, less reasonable expenses (including cost of repairs, work, materials, service and collection), to the rent and hold Tenant for the balance unpaid and account thereof.

TERMINATION OF LEASE BEFORE EXPIRATION OF TERM: If the rent or any part thereof shall remain unpaid seven (7) days after the same shall become due and payable or if Tenant shall not perform and fulfill each and every covenant, agreement, and condition herein contained, or upon the appointment of a receiver or trustee to take possession of Tenant's assets, or Tenant's insolvency, it shall be deemed an Event of Default.

Upon the occurrence of any Event of Default, Landlord will have the option to declare the same to be a Default hereunder by written notice to Tenant specifying the nature of such Default. In the event Tenant cures the Default within ten (10) days after receipt of such notice, Landlord and Tenant will be restored to their respective rights and obligations under this Lease as if no Event of Default had occurred.

Upon failure of Tenant to cure an Event of Default within the time provided, Landlord will have the option to do any of the following without any further notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this Lease:

- a) **TERMINATION:** Landlord may terminate this Lease, in which event Tenant will immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, to the maximum extent permitted by law, upon notice, without prejudice to any other remedy Landlord might have, enter and take possession of the Premises and remove Tenant and Tenant's property therefrom. If default occurs the Tenant will be held responsible for the remainder of the lease payments from time of default until the end of the lease term.
- b) **RELETTING:** Landlord may enter and take possession of the Premises, as the agent of Tenant, without terminating the Lease and Landlord may relet the Premises and receive the rent therefore, in which event Tenant will pay to Landlord, on demand, any deficiency that might arise by reason of such reletting provided, however, Landlord agrees to use reasonable efforts to relet the Premises at the highest rental possible.
- c) **PENALTY:** Notwithstanding the foregoing, if Tenant shall be late seven (7) or more days on any installment of Rent, then a five percent (5%) penalty shall be assessed on any past due amount, compounded monthly, until paid.

TRIVER: The failure of any party to insist upon the strict performance of the terms of this Lease, or to exercise any option herein conferred, shall not constitute a waiver of such right to thereafter enforce any such terms or options; but the same shall continue in full force and effect. Notwithstanding the foregoing, Landlord's acceptance of Rent due in full after breach shall constitute a waiver of the breach of the Tenant's covenant to pay Rent.

NOTICES: Notices and demands by either party may be given by registered mail or delivered in person to the Landlord, at ~~125 S. Walnut Street~~, Troy, Ohio 45373; or to the Tenant at the address of the Premises, subject to the right of either to designate a new address by a proper notice in writing.

RENEWAL OPTIONS: This lease may be renewed for up to one (1) additional one (1) year term at the current lease rate contingent on expected utility use during the renewal period. This renewal option will operate automatically unless Tenant gives Landlord written notice not to renew at least three (3) months prior to the end of the original Lease Term. All other provisions of this lease are specifically incorporated into any renewal and will be binding upon both parties.

SIGNAGE: At the end of the term of this lease, Landlord reserves the right to place a "For Rent" sign on or in the premises 30 days prior to expiration of the lease. Landlord also reserves the right to show prospective tenants the property in this time with prior notice given to the current tenant.

SUCCESSORS AND ASSIGNS: This lease and the covenants and conditions contained herein shall be binding on the heirs, successors, executors, administrators, and assigns of the parties hereto.

SAL3: Landlord reserves the right to sell such property, placing signage on the premises and showing prospective buyers with appropriate prior notice given to current tenant. If sale of said property should take place the Landlord will give tenant ample notice of transfer in writing. All leases, deposits, and documentation of said lease shall transfer to new owner at time of closing. If new owner desires to occupy the property in its entirety, then tenant shall have thirty (30) days to vacate premises.

TIME OF ESSENCE: Time is of the essence in this lease.

ENTIRE AGREEMENT: This lease embodies the entire agreement between the parties hereto, relative to the subject matter hereof, and shall not be modified, changed, or altered in any respect except in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Jun 26 12 06:05p

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Signed and acknowledged in the presence of:

Joseph H Goodall Pres. 6/27/12

LANDLORD:

Goodall Properties LLC

Kurt Wach President
6/24/12

TENANT:

Dipo Production USA